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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.656 OF 2005
IN
SUMMARY SUIT NO.2440 OF 2005

Chaudhari Abdul Majid Shahadat)..Plaintiff

Versus

Meraj Ali)..Defendant

Mr.Jayesh Bhatt for the Plaintiff.

Ms.Kokila Kalra i/b.H.M. Legal Associates for the Defendant.

CORAM : SMT. NISHITA MHATRE, J.

DATED : 20TH MARCH 2006

P.C.:

. This Suit has been filed for recovery of an amount of Rs.2,61,840/- together with interest thereon for goods sold and delivered. It is the case of the Plaintiff that sheets of steel were delivered to the Defendant as per the specifications required by the Defendant. Copies of the invoices showing delivery and the challans are annexed to the Plaint. In the reply to the notice issued under Section 138 of the Negotiable Instruments Act, the Defendant has taken a stand that goods sold were of inferior quality and not according to the stipulations agreed between the parties. This reply has been issued only after proceedings under Section 138

were initiated. The Defendant in the reply to the Summons for Judgment has also stated that the goods were of inferior quality and he was ready and willing to return the same to the Plaintiff.

2. In my view, the defences raised are untenable. However, with a view to give an opportunity to the Defendant to defend his case, conditional leave granted to the Defendant on the Defendant depositing Rs.2,61,840/- in this Court within five weeks from today failing which the Plaintiff will be entitled to a decree.

3. If the Defendant deposits the amount as aforesaid, Prothonotary & Senior Master to invest the same in a Fixed Deposit of a Nationalised Bank initially for a period of three years, to be renewed thereafter till the pendency of the Suit. The Suit shall then be transferred to the list of Commercial Causes.